

Exhibit 6

November 20, 2015
TERM SHEET
REGARDING
WHITE PLAINS INSTITUTE FOR REHABILITATION AND HEALTH CARE
USE OF PROCEEDS FROM REFINANCE OF WATERVIEW AND SALEM AND
CCC EQUITIES PAYOFFS

This Term Sheet is intended to clarify the pertinent information shared at the meeting of 04/22/2015, attended by Howard Fensterman, as Manager of CCC Equities I, LLC ("CCC"), William Nicholson as Manager of White Plain Healthcare Properties I, LLC ("WPHCP"), Lizer Jozefovic as Manager of HBL/SNF, LLC ("HBL/SNF") the Tenant, and Mark Zafrin as counsel to HBL/SNF, and to further outline the action items required in order to break ground in the Spring of 2016.

1) ASSIGNMENT OF CCC EQUITIES MORTGAGES:

- a) CCC Mortgage: CCC shall assign the series of notes issued by Mokray Acquisitions I, LLC to CCC and the mortgages related thereto, listed on Exhibit 1 attached hereto, to M&T Realty Capital upon payment in full of the amounts set forth in the payoff letter, dated November 20, 2015. The assignment and payoff is not to be construed as a reduction of the equity holdings of CCC in WPHCP, but a "release" of the loans for the purposes of the proceeds being used to fund HBL/SNF and the project.
- b) Disbursement of Proceeds: The proceeds from the CCC Mortgage payoff shall be paid to Madison Title Agency, LLC to be further disbursed as follows:
 - i) \$2,200,000.00 to an account in the name of WPHCP designated by Congress Construction Company to be used for the related pre-development costs of the project, as set forth in Paragraph 3 of the "Partners Term Sheet" dated May 26, 2015, as further provided below.
 - ii) \$197,072.00 to CCC or order for the purpose of further distribution in the discretion of Howard Fensterman, as Manager of CCC.
 - iii) The Balance \$1,595,368.32 to an account designated by HBL/SNF (the "**Control Account**"), and, until the closing of a construction loan with Lancaster Pollard (or equivalent), any withdrawals or disbursements from the Control Account shall be subject to the dual signatures of an authorized officer or representative of HBL/SNF and WPHCP. Subsequent to such a closing with Lancaster Pollard (or equivalent), any withdrawals or disbursements from the Control Account shall be subject to any restrictions or limitations as determined by Lancaster Pollard (or equivalent). The funds in the Control Account may be invested in instruments of not greater risk than 90 day treasury notes and not to be further disbursed until (a) the closing of the Lancaster Pollard loan and/or (b) a further agreement between HBL/SNF and WPHCP.

- c) Guarantees: Simultaneously with the assignment of the Mokray notes and mortgages and the satisfaction of the payoff letter, Lizer Jozefovic and William Nicholson shall jointly and severally issue a guaranty in favor of WPHCP, pursuant to which they shall guarantee any deficiency between the amount of CCC's investment in WPHCP and the proceeds realized from the collateral (Project, Beds, Entitlements, Land, Plans, Control Account, Etc.,) in event the project's assets needs to be sold because Lancaster Pollard (or equivalent) does not provide construction funding and/or Mezzanine financing or as a result of any breach of HBL/SNF's or Lizer Jozefovic's obligations.
- hereunder.
- d) Use of Proceeds: The proceeds from the CCC Mortgage payoff are intended to be used as follows;
- (a) \$1,595,368.32 shall be used to capitalize HBL/SNF;
 - (b) \$2,200,000.00 from the accounts of WPHCP, generally, for :
 - (i) \$990,000.00 (approximately) to be used for Architect's and Engineer's fees;
 - (ii) \$50,000 (approximately) to be used Interior, Food Service, and other Designers' fees;
 - (iii) \$343,000.00 as additional down payment to Hebrew Hospital as per contract (Operating Agreement version 8 or latest version), to be released to Hebrew Hospital upon execution of the HBL/SNF Operating Agreement,
 - (iv) \$309,750.00 to be paid to the New York State Department of Health ("DOH") for the application fee as per the November 15, 2012 NY DOH Conditional Approval Letter;
 - (v) Balance of \$507,250.00 to be held by WPHCP and disbursed as WPHCP determines, for the following preconstruction costs,
 - 1. Application or other fees to Lancaster Pollard,
 - 2. Taxes, Insurances and other ongoing property/maintenance/safety costs,
 - 3. Other fees,
 - 4. Other pre-construction professional fees and other fees and costs,
 - 5. Survey, environmental, Market Study, Appraisal, and other 3rd party fees for the loan.
- e) \$2,200,000.00 disbursement to WPHCP is to be characterized as a non interest bearing loan and repaid to HBL/SNF as follows;
- 1. \$1,500,000.00 is to be deemed as an advance payment for FF&E for the project and repayable only by delivery of title to the FF&E. HBL/SNF will show the FF&E as an asset on its balance sheet; HBL/SNF is to own and be responsible for replacing FF&E. Tenant shall also have ownership of replacement reserve for FF&E.

2. \$700,000.00 shall be repaid as a deduction from the rent over an above payments for P&I, Taxes and Reserves at the rate of \$2,700.00 per month for a term of 420 months .

f) Prior to the assignment of the notes and mortgages, WPHCP shall be granted a security interest in all of the assets of HBL/SNF, including without limitation, the Control Account, and all of the HBL/SNF's rights in and to the beds (including without limitation HBL/SNF's rights, title and interest in and to the purchase and sale agreements pertaining to the beds) and DOH approvals to secure the agreements of Lizer Jozefovic and HBL/SNF hereunder.

II) HBL/SNF and Lizer Jozefovic shall cooperate and deliver all items required by Lancaster Pollard (or other construction lender) in order to most expeditiously close the construction loan.

III) HBL/SNF shall be responsible to fund all of its costs and expenses, as tenant, relating to the development, and fill up of White Plains Institute For Rehabilitation And Health Care, including without limitation expenses payable to DOH, amounts in excess of the funds provided herein for the beds, and professional and consulting fees. Funding for such costs and expenses shall not be made from the Control Account.

IV) HBL/SNF and WPHCP shall enter into a lease (the "**Lease**"), substantially in the form attached hereto as Exhibit A, which includes, among other things:

a) HBL/SNF shall deposit in the Control Account an amount not less than the requirements of the construction lender's working capital and reserve requirements, including without limitation any shortfall amount as between the construction lender's requirements and the amount in the Control Account.

b) If WPHCP sells the real property to a bona fide third party purchaser prior to the twelfth lease year under the Lease, WPHCP may purchase the HBL/SNF right of first refusal for an amount equal to ten percent (10%) of the excess of the sale price (less costs and fees, including broker's fees) over the TPC (defined below); provided, however, commencing on the twelfth year of the Lease after the commencement date under the Lease and continuing until December 31st of the fifteenth year after the commencement date under the Lease, HBL/SNF shall have a right to purchase the real property from WPHCP for a price equal to the sum of (a) the actual total project cost ("TPC"), plus (b) the following amounts:

- i) For Year 12, TPC plus \$1,500,000.
- ii) For Year 13, TPC plus \$1,650,000.
- iii) For Year 14, TPC plus \$1,800,000.

iv) For Year 15, TPC plus \$1,950,000.

c) HBL/SNF will be responsible for funding the initial operating deficit so as not to delay the loan closing, in the amounts and according to the terms as may be required by the construction lender.

(V) HBL/SNF and WPHCP shall enter into a Development Agreement, substantially in the form attached hereto as Exhibit B.

(Signature Page to Follow)

Agreed and accepted this 20th day of November 2015

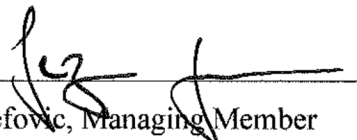
CCC Equities I, LLC

By: _____

Howard Fensterman, Managing Member

HBL SNF, LLC

By: _____


Jozefowic, Managing Member

White Plains Healthcare Properties 1, LLC

BY: _____

William Nicholson, Manager